

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

MEETING DATE: October 19, 2005

DIVISION: Public Works Division

BULK ITEM: Yes x No

DEPARTMENT: Facilities Maintenance

STAFF CONTACT PERSON: John King

AGENDA ITEM WORDING: Approval to issue a Purchase Order to sole source vendor Carrier Commercial Services in the amount of \$151,088 for two (2) new chillers for the Gato Building, Key West, and approval of Resolution transferring funds.

ITEM BACKGROUND: The condensing coils on the existing chiller system were not environmentally coated and they have deteriorated beyond economical repair. The entire HVAC system was purchased and installed by Carrier, therefore, if any other vendor modifies the system, substantial changes and costs would be required to accommodate a different system. The condensing coils on the new chillers will have the environmental coating and the new chillers will have the standard one-year warranty.

PREVIOUS RELEVANT BOCC ACTION: none

CONTRACT/AGREEMENT CHANGES: n/a

STAFF RECOMMENDATION: Approval.

TOTAL COST: \$151,088

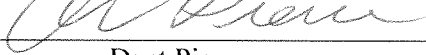
BUDGETED: Yes: x No:
Account No. 304-24000-560620

COST TO COUNTY: same

SOURCE OF FUNDS: Infrastructure Sales Tax

REVENUE GENERATED: no

APPROVED BY: Co. Atty.: OMB/Purchasing: Risk Management:

DIVISION DIRECTOR APPROVAL: 
Dent Pierce

DOCUMENTATION: INCLUDED: x NOT REQUIRED:

DISPOSITION: AGENDA ITEM #:

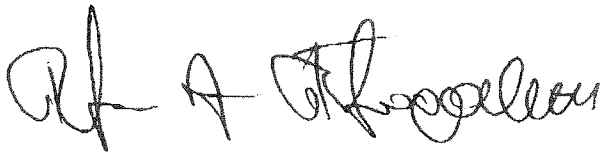
M E M O R A N D U M

TO: John Kipp, Gato Building Technician
CC: John King, Sr. Director
Public Works Lower Keys Operations
FROM: Sub Zero
DATE: October 5, 2005
RE: Chiller Replacement Gato Building

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The condensing coils on the existing chillers at the Gato Building were not purchased with the environmental coating and have deteriorated beyond economical repair. It is the opinion of Sub Zero that replacing just the condensing coils would be cost prohibitive since replacement of the condensing coils is more expensive than replacing the entire chiller units. In addition, the coils on the new units will have the environmental coating to prohibit such corrosion.

Should you have any further questions, please feel free to contact me.



## Leto-Beth

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**From:** Pierce-Dent  
**Sent:** Wednesday, October 05, 2005 4:55 PM  
**To:** King-John; Leto-Beth  
**Cc:** Kipp-John; Riger-Ann  
**Subject:** RE: Replacement Chillers for Gato Building

THANK YOU

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**From:** King-John  
**Sent:** Wednesday, October 05, 2005 3:54 PM  
**To:** Leto-Beth  
**Cc:** Pierce-Dent; Kipp-John; Riger-Ann  
**Subject:** RE: Replacement Chillers for Gato Building

**From:** King-John  
**Sent:** Wednesday, October 05, 2005 4:49 PM  
**To:** Leto-Beth  
**Cc:** Pierce-Dent; Kipp-John; Riger-Ann  
**Subject:** Replacement Chillers for Gato Building

Hi Beth,

The existing roof mounted Carrier chillers are in need of replacement. We have had a Carrier Corporation representative inspect the units several times and have had some major problems with the evaporator coils and other major components. Repair cost for these units in 2005 was \$9,394.63. It has been determined that the coils are beyond economical repair and the replacement cost, including installation would cost more than the new units, with an estimated downtime of one week.

The existing coils in these units were not "coastal conditioned" for our environment and have deteriorated to a point that requires action. If we replaced the coils only there would be little to no warranty.

Therefore; I highly recommend total replacement of these units to include E-coated coils (coastal conditioning). This will give us a reliable, fully warranted system for the Gato Building which is one of our critical facilities in the lower keys and would be the most cost effective measure.

Please feel free to contact me if you have any questions.

Thank You  
Johnny King

10/5/2005

2540 West Copans Road  
Pompano Beach, FL 33069  
(954) 247-2096, Fax (954) 247-2033

**CARRIER  
COMMERCIAL  
SERVICE**

# Fax

|                              |                                |
|------------------------------|--------------------------------|
| <b>To:</b> John Kipp         | <b>From:</b> Scott A. McLennan |
| <b>Fax:</b> (305) 292-4558   | <b>Pages:</b> 5                |
| <b>Phone:</b> (305) 292-4409 | <b>Date:</b> 10/3/2005         |
| <b>Re:</b> Gato Chillers     | <b>CC:</b> None                |

☐ **Urgent**    ☐ **For Review**    ☐ **Please Comment**    ☐ **Please Reply**    ☐ **Please Recycle**

• **Comments:**

John, here is a Proposal that you can work from to get a PO cut. Getting the equipment ordered is critical if we are to have any hope of making a Veterans Day installation. Please call with questions. Thanks, Scott.

**Carrier Commercial Service**

2540 West Copans Road  
Pompano Beach, Florida 33069  
Phone: 1-800-299-1247  
Fax: (954) 247-2033

## Proposal

To: John Kipp/ Monroe county

Date: October 3, 2005

Proposal No.: W47050157

Project Name: Gato Chillers

**We propose to provide the necessary labor and material to:**

- Remove and dispose existing 30GX chillers and install new 30RB chillers per 4/18/05 budget pricing presented
- Provide 30RB chillers with E-Coated Coils, Factory Start-up & 2-5<sup>th</sup> year compressor part warranty.
- Provide up to \$1,600.00 in crane fee charges, and 1<sup>st</sup> \$2500 in insulation costs per budget letter.
- Provide up to \$3,400.00 for permitting with City of Key West (credit if fees are less)

**This Proposal does not include:**

- Excess costs for stipulated budget items above (billed in addition at true cost, less budget allowance +10% overhead, and 10% profit.
- State of Florida sales taxes (See equipment break-out below, materials used for installation will be taxed per state of Florida requirements).
- Temporary Cooling (Not necessary, work will be done over long weekend)
- Professional Engineering; These fees to be billed in addition at cost + 10% overhead & +10% profit
- Repairs to other components or work not specifically included on budget letter such as structural improvements, screening, piping beyond final connections, electrical work up-stream of the disconnect, or control system or components.
- Disposal of hazardous waste (billed directly to generator by recycler).
- Storage of equipment, and acceptance of freight, however, this can usually be coordinated with crane sub-contractor

**Price and Payment Terms:** Price: Equipment: **\$115,000.00** Installation: **\$36,088.00+/- as above**

This proposal expires 30 days from the date of this proposal.

Terms: Equipment, 25% down, balance at delivery to Monroe County facility(s).

Installation, 33% down, Balance at start-up.

Pricing and acceptance are based upon Terms and Conditions attached

**Accepted:**

**Submitted by: Scott A. McLennan**

(Monroe County)

Signature

Title

P.O. Number

Date

Signature

Service Account Manager

Title

Date

## Carrier Commercial Service

April 18, 2005



Mr. John Kipp  
 Monroe County Facility Maintenance Dept.  
 3583 South Roosevelt Boulevard  
 Key West, FL

John,

The chillers you have at the Gato Building are still available, which should make for a quick swap. The new chiller that we are offering to replace this chiller will be similar, and cost a bit less due to modular component manufacturing efficiency. The difference in equipment cost will be off-set in this instance by the additional cost of re-routing the piping, and additional insulation costs, so either a 30GX, or a 30RB will have the same basic cost structure as presented below.

I specified the following factory options:

- **Coastal Protection Coatings** on the condenser coils, something that your application requires.
- **Factory Start-up** to be performed by our office staff
- **Compressor Part Warranty 2.5<sup>th</sup> years** 1-year on everything else, Parts & Labor
- **Security Grills** to protect the coils from blowing debris, and tampering

In addition, I included the following costs for installation:

|                                                      |            |
|------------------------------------------------------|------------|
| Installation by our Carrier Commercial Service Staff | Included   |
| Disposal                                             | Included   |
| Crane Budget (easy pick & Place)                     | \$ 800.00  |
| Permit Fee (no engineering)                          | \$1,700.00 |
| Insulation budget                                    | \$1,250.00 |
| Piping materials and electrical re-connect materials | Included   |

This is budgeted for a Friday-night, Saturday install.

### Installation Scope:

- Process plans for change-out with City of Key West (fees as budget above)
- Provide crane
- Remove existing Air-Cooled Chiller and replace with new equipment in identical location
- Provide disposal of equipment removed
- Connect to existing electric (no changes included in budget cost)
- Connect to existing chilled water piping
- Re-insulate sections of new piping
- Provide Factory Start-Up, 1<sup>st</sup> year labor Warranty, 5-year Compressor(s) Part Warranty
- Provide labor on Friday-evening, weekend work, start-up Monday AM.
- All labor & material to accomplish above work

### Costs not included in quote:

- Professional Engineering fees for permitting (if required)
- Additional structural work for tie-down if specified by engineer

Carrier Corporation  
 2540 West Copans Road  
 Pompano Beach, FL 33069-1243  
 954 247 2096 / 800 299 1247  
 Fax 954 247 2033

October 3, 2005

- Repairs to other system components (will quote if necessary)
- Other work not expressly outlined above
- Disposal fee for hazardous waste (oil & refrigerant) to be billed directly by recycler to County.

**Budget Cost:**

Total price \$75,544.00 (per chiller)

This is a budget estimate only

If you have question, you can contact me at (954) 247-2038 or (954) 448-9775

*SAM*

**CARRIER CORPORATION**  
**TERMS AND CONDITIONS OF SALE - SERVICE (Rev 10-01-03)**

1. **PAYMENT AND TAXES** - Payment shall be made 1.25% 10/net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the Agreement price, the Customer shall pay Carrier any applicable taxes or government charges that may be required in connection with the service or material furnished under this Agreement.
2. **WORKING HOURS** - All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.
3. **ADDITIONAL SERVICE** - Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
4. **EXCLUSIONS** - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electro-chemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control.
- Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. In the event that Carrier encounters any asbestos product or any hazardous material in the course of performing its work, Carrier may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. Carrier shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.
- Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.
6. **WARRANTY** - Carrier warrants that all service provided under this Agreement shall be performed in a workmanlike manner. Carrier also warrants all Carrier parts or components supplied hereunder to be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option repair, replace, or issue a credit, for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Any claim for defective workmanship must be provided to Carrier in writing. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Carrier's obligations to repair, replace, or issue credit for any defective parts, components or service shall be Customer's exclusive remedy.
6. **PROPRIETARY RIGHTS** - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.
7. **DELAYS** - Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.
8. **CUSTOMER RESPONSIBILITIES** - Customer shall:
  - Provide safe and reasonable equipment access and a safe work environment.
  - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
  - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
  - Promptly notify Carrier of any unusual operating conditions.
  - Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
  - Provide adequate water treatment.
  - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
  - Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
  - Operate the equipment properly and in accordance with instructions.
  - Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
9. **EQUIPMENT CONDITION & RECOMMENDED SERVICE** - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an "equipment condition" report including recommendations for corrections and the price for repairs in addition to this Agreement.

In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.
10. **CUSTOMER TERMINATION** - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.
11. **CARRIER TERMINATION** - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.
12. **LIMITATION OF LIABILITY** - Under no circumstances shall Carrier be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Carrier shall be liable for damage to property, other than the equipment provided under this Agreement, and to persons, to the extent that Carrier's negligent acts or omissions directly contributed to such injury or property damage. Carrier's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Carrier under this Agreement, subject to right of removal and return of equipment provided under this Agreement to Carrier.
13. **WASTE DISPOSAL** - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
14. **CLAIMS** - Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
15. **GOVERNMENT PROCUREMENTS** - Carrier offers standard commercial items that may not comply with Government specifications. Carrier does not comply with the Cost Accounting Standards (CAS) or with the Federal Acquisition Regulations (FAR). In no event shall Carrier provide any Cost or Pricing Data in connection with this Agreement or subsequent modifications.
16. **SUPERSEDE, ASSIGNMENT AND MODIFICATION** - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.



Resolution No. \_\_\_\_\_ - 2005

**A RESOLUTION CONCERNING THE TRANSFER OF FUNDS**

**WHEREAS**, it is necessary for the Board of County Commissioners of Monroe County, Florida, to make budgeted transfers in the Monroe County Budget for the Fiscal Year 2006, therefore,

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA**, that there shall be transfers of amounts previously set up in the Monroe County Budget for the Fiscal Year 2006 as, hereinafter set forth to and from the following accounts:

**Fund #304 Infrastructure Sales Tax**

|                                                   |                   |
|---------------------------------------------------|-------------------|
| <b>From: 304-5100-5130-85532-590990</b>           | <b>Other Uses</b> |
| <b>Cost Center # 85532 Reserves 304</b>           |                   |
| <b>For the Amount: \$52,000.00</b>                |                   |
| <b>To: 304-5100-5190-24000-560620</b>             | <b>Buildings</b>  |
| <b>Cost Center # 24000 Gen. Gov't Cap Project</b> |                   |

**BE IT FURTHER RESOLVED BY SAID BOARD**, that the Clerk of said Board, upon receipt of the above, is hereby authorized and directed to make the necessary changes of said items, as set forth above.

**PASSED AND ADOPTED** by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 19<sup>th</sup> day of October AD 2005.

|                      |       |
|----------------------|-------|
| Mayor Spehar         | _____ |
| Mayor Pro Tem McCoy  | _____ |
| Commissioner Neugent | _____ |
| Commissioner Rice    | _____ |
| Commissioner Nelson  | _____ |

**BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mayor/Chairman

(Seal)

Attest: DANNY L. KOLHAGE, Clerk

\_\_\_\_\_